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In the

Supreme Court of the United States

OCTOBER TERM, 1952

No. [redacted]474

LESLIE D. BLOOM and IDA DUBOSE, Guardians of FLORA ALWARD ROHNERT (T. J. COENEN, Curator for the Absent Heirs of FLORA ALWARD ROHNERT, Deceased),

Petitioners,

v.

JOHN W. WILLIS, *et al.*, ROY SNIDER, *et al.*, and SUN OIL COMPANY, *et al.*,

Respondents.

PETITION FOR A WRIT OF CERTIORARI TO THE SUPREME COURT OF THE STATE OF LOUISIANA

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PETITION FOR A WRIT OF CERTIORARI TO THE SUPREME COURT OF THE STATE OF LOUISIANA

Petitioners pray that a writ of certiorari issue to review the judgments of the Supreme Court of Louisiana, entered in the above entitled cases (three cases by the same plaintiffs against three separate sets of defendants, but involving the same issues and tried on the same evidence, consolidated for purposes of trial and appeal, by order of the trial court, pursuant to joint motion of the plaintiffs and all the defendants) on June 2, 1952, and the order of said

court denying petition for rehearing, entered on July 3, 1952. The time within which to file petition for writ of certiorari was extended by order signed by Honorable Hugo L. Black, Associate Justice, on September 29, 1952, to and including November 30, 1952, copy of which is attached as Exhibit A to this petition.

OPINIONS BELOW

The opinion and judgment of the Supreme Court of Louisiana (R., Vol. XIII, pp. 112-123) is reported in *60 So. 2d 415.*

JURISDICTION

Jurisdiction of this Court is invoked under *28 U. S. C. 1257 (3)*, and the Revised Rules of this Court, and particularly Rule 38, par. 5, and Rule 12, par. 1. The Federal question was created and brought into this case for the first time by the decision of the Supreme Court of Louisiana, which was unexpected and could not have been previously anticipated. It was, therefore, raised for the first time in these petitioners' Petition for a Rehearing in said Court, as shown in the last paragraph of Section 5, of Article I of said petition, as follows:

> "Inasmuch as this letter has not been denied by the Appellees, it must be assumed to be true, and regardless of this Court's view on any other phase of this case, the fact remains that the case had admittedly been decided on perjured testimony. Therefore, the action of this Court in overruling the Appellants' motion to remand based on this letter has denied Appellants the right to a trial, thereby depriving them of their rights and

property in violation of the due process clause of the 14th Amendment to the Constitution of the United States."

These suits were instituted in the Fifth Judicial District Court of Richland Parish, Louisiana, being the court having original exclusive jurisdiction, which court, after a trial on the merits, rendered judgment in each case, rejecting petitioners' demands and dismissing their suits.

Proper and timely notice of appeal to the Supreme Court of Louisiana, was given in open court, said court being the only State court having appellate jurisdiction of said cases, and the highest State court in which a decision could be had. That court affirmed the judgments. Within the time provided by the laws of Louisiana, and the Rules of said court, petitioners filed a motion for a rehearing, which was "refused" without comment and without assigning any reasons.

The particular legal proposition on which the rehearing was refused is, therefore, left to conjecture, unless it can be reasonably inferred from the language in the court's opinion affirming the cases.

Petitioners believe and respectfully submit that the decision is predicated on two erroneous conclusions of law, and that is:

1. That, under the Michigan laws, a present agreement to accept each other as husband and wife and from that time on maintain such relation, cannot be implied, but can only be established by written agreement, or by witnesses

who were present and heard each of the parties accept the agreement.

2. That under the Michigan laws, it would not be possible to contract a marriage under the common law if it was also agreed to keep the marriage a secret from anyone.

These propositions will be discussed in the argument.

QUESTIONS PRESENTED

1. Does the Due Process Clause, Section 1, of the Fourteenth Amendment to the National Constitution guarantee the right of a citizen of the United States to a fair and impartial trial, or the opportunity of a fair and impartial hearing in a civil action instituted to recover possession of, and establish title to, property, consisting of real, mixed and personal property situated in Louisiana, by suit instituted and prosecuted in the manner described.

2. If subsequent to the decision in the trial court, pending the appeal, after the trial court has lost jurisdiction, but prior to a decision in the Supreme Court of Louisiana:

(a) Petitioners discover a vast amount of evidence which was not available when the case was tried, and the circumstances were such that petitioners could not have discovered it through the exercise of due and reasonable diligence, and such evidence, or a large part of it, was not cumulative of evidence adduced at the trial, and would have established petitioners cause of action by the undis-

puted evidence by rendering the evidence of defendants in the record nugatory in that it would no longer be material or relevant to the only issue decided by the trial court, and affirmed by the Supreme Court, but, even if the petitioners are mistaken in this contention, such newly discovered evidence, no part of which has been denied or controverted by the defendants, would at least prove and establish petitioners' case by an overwhelming preponderance of the evidence; that immediately upon the discovery of such evidence, petitioners filed a motion in the Louisiana Supreme Court styled "Motion to Remand" (Record, Vol. XIII, pp. 4 to 57) to which they attached affidavits of 12 persons setting forth the nature and substance of such testimony, and also affidavits of Philip A. McHugh, an Attorney and Assistant Prosecuting Attorney of Wayne County, Michigan, and W. T. Saye, Counsel for petitioners, explaining in detail the circumstances under which the evidence was discovered, and why it had not been possible to obtain the same prior to the trial, and praying that if the appellate court found on the record made in the trial court, petitioners were not entitled to a reversal, the case be remanded to the trial court for the limited purpose of taking such additional evidence, giving the defendants an opportunity to offer any evidence they might have in opposition.

(b) Petitioners concede that the judgment of the State Supreme Court rejecting their Motion to Remand, though erroneous, raised no Federal question, and, standing alone, did not amount to a denial of Due Process, within the meaning and purview of the Fourteenth Amendment, *but*

(c) While this cause was still pending in the State Supreme Court, and before it had been decided, on December 17, 1951, petitioners filed in said Court their "2nd Supplemental Motion to Remand," in which they stated by verified pleading that W. T. Saye, one of petitioners' attorneys of record, had received a letter from one Richard L. Sims, bearing date of August 1, 1951, mailed at Rayville, Louisiana, in an envelope postmarked "Rayville, La., Aug. 1, 12 M 1951." Copy of the letter and the envelope were made exhibits to the motion. The letter is as follows:

> No doubt this letter will be some what like a bolt from the blue. But I have been contemplating writing you or coming over to see you.
>
> As you probably are aware I was the man behind the gun on Nance's project, giving him all the information and leads whereby he made his case.
>
> All that time taken up tracing down certain necessary points as he called them, was unnecessary to my point of view, as I had placed the case in his hands and all he had to do was just pull the drawstring and he had it in the bag. I have never understood why he tried to double cross me, and sometimes I think he was urged by others not known to me.
>
> In just a few short words I was the goat and for both sides.
>
> Hunt (Warren Hunt) came to me and asked me if I had signed any contract with the other side, saying to me: "You know I represent Sun, and some of your friends in Delhi and I think we can get together on a few things."

Well to make it short I went to work for them and at a nominal salary. Not giving any information because all I know was against Willis, et al. But I was paid just to stay away from them.

Any way I got for my troubles my salary and when your case came up and was tried in this court I was paid the *huge* sum of $750.00 and cast adrift.

I have never liked the way in which Willis acquired that place and would like to see him sweat. And I also know people in Detroit that know all about it and I kept telling Warren about them and he told me "keep your damn mouth shut, those people are not the ones we want, they would play hell with us."

I think I have the information you want, if it is not too late.

However I would have to use a little discretion in my actions until I know just how I stand. You know a burnt child dreads the fire and I had my whiskers *singed* pretty close.

If my dear sir you do not feel interested in this please do me the slight favor as not to mention this letter. Not that I particularly care but I have to live here and would like to do so in harmony with some few people, but not Willis.

Under date of August 9, 1951, W. T. Saye mailed a reply to said letter, a copy of which was also made an exhibit to the motion. It reads as follows:

Due to absence from the office, I have had no opportunity to reply to your favor of August 1st.

Of course, you are right in your assumption that this letter, to say the least, is a complete surprise. You will recall that in my conversations with you prior to the trial, I always made it very plain that I was not

interested in anything except a proper presentation of the actual facts to the court. I have always been a firm believer in the integrity of the courts, and, generally speaking, the members of the Bar and I deal with them on the assumption that they are representing the interests of their clients to the fullest extent, but, of course, always according to the ethics of the profession.

In the absence of a statement from you or an interview revealing exactly what the facts are as you know them, I am not in a position to say whether or not the information would be of any benefit to me. However, I do steadfastly cling to the belief that the doors of courts of justice are never closed against litigants in such a manner as to prevent them from presenting the actual facts, because that is the only way the courts can do justice to litigants. Of course, the courts very properly take the view that there must be an end to litigation, and, therefore, they require any litigant to show diligence in presenting his side of the case.

Thanking you for your interest in the matter I am.

(The motion with exhibits appear in the Record, Vol. XIII, pp. 74 to 81.)

(d) The Motions to Remand were in the nature of an original proceeding in the State Supreme Court. Respondents, defendants in the trial court, filed no denial or response of any kind to said motions. In their brief they made slight reference to the "Motion to Remand" set forth in paragraph (a) and predicated on newly discovered evidence, saying that assuming the facts in the affidavits to be true, they were insufficient to establish a marriage, and that petitioners had failed to show dili-

gence. The "2nd Supplemental Motion" based on the letter of Richard L. Sims was not mentioned. The rule prevails in Louisiana as in most states, that each material allegation of a pleading must be denied or admitted and those not denied are treated as being admitted. (Louisiana Revised Code of Practice 180, 1082: T. 13, par. 3601.)

(e) Sims was a witness for the defendants, and it might be well said, was their star witness, as he has been in a position to know more about the facts pertaining to all the issues than perhaps any other living person. By calling him, respondents vouched for his honesty and integrity. They knew they would be bound by his testimony.

Sims testified (R. 1649-1658, Vol. VIII) in open court, being interrogated by Mr. Warren Hunt, one of the attorneys of record for the defendants, and the attorney referred to in Sims letter above quoted, to the effect that he was staying in Rayville, Louisiana, but lived in Monroe, Louisiana, most of the time; that he was born in Delhi, Louisiana, and lived all of his life there until about 3 years ago; that he lived there all of his life, except for a short time when he was in the Armed Services; that he was in a general way familiar with the Rohnert tract of land; that his father managed and was in charge of said property for Frederick Rohnert from about 1900 until 1932, at which time his father died; and that thereafter witness managed the property for Frederick Rohnert. He was led to state by counsel that he managed the property for Emma Rohnert after about 1934 and that he managed it and continued overseeing it until the death of Frederick Rohnert. He

testified to a quitclaim deed that was made by Frederick Rohnert to Emma Rohnert in 1933, and stated the deed was mailed to him by Frederick Rohnert and he filed it for record. On cross examination (R. 1653, Vol. VIII) he testified he was 53 years old and that he was a cotton buyer, but was not following that business at the present time. On being questioned as to what he was doing at the present time, he stated he was employed by Mr. Hunt, but that his employment was working on a case of Effie Dexter; that Mr. Hunt had him employed going about and getting witnesses. He stated positively that he did not work on this case and had nothing to do with it. He did not remember whether or not the deed contained any revenue stamps and that the letter transmitting it to him by Mr. Rohnert had been destroyed. That he continued to look after this property for Frederick Rohnert in 1934, 1935 and 1936, and that there was no change whatsoever after said deed was executed; and that he had some correspondence with Frederick Rohnert after 1933, but never had any with Emma Rohnert; that Mr. Rohnert mailed him checks to pay the taxes. He stated he never at any time had any correspondence or communication with Emma Rohnert; that he had some correspondence with Mr. Buckley, who was Emma Rohnert's son-in-law, but not until after the death of Frederick Rohnert, and that he did not have any correspondence with Mr. Westfall, an attorney in Milwaukee who represented Mrs. Emma Rohnert, or any one else about said property until after Frederick Rohnert died.

3. Regardless of the holding by the Louisiana Supreme Court that the facts stated in this letter were cumulative evidence, the fact remains that it appears from the face of the record that they were not. It further appears that this case was decided against the petitioners by the State Supreme Court in the face of an undenied motion showing that the testimony of this witness was procured at the instance of the respondents and through their duly authorized attorney of record, by the perpetration of extrinsic and collateral fraud on the trial court pertaining to material issues in the case. Whether or not the issues were material is not an open question. The witness states that "Hunt (Warren Hunt) came to me and asked me if I had signed any contract with the other side, saying to me 'You know I represent Sun, and some of your friends in Delhi and I think we can get together on a few things'."

He then says he went to work for them at a nominal salary, not giving any information because all the information he knew was against Willis, et al. Willis is the landowner who acquired the property through various and sundry conveyances in the form of quitclaim deeds from the collateral heirs of Frederick Rohnert, deceased. All the other defendants claim through and under Willis. The witness then makes the additional statement: "Any way I got for my troubles my salary and when your case came up and was tried in this court, I was paid the *huge* sum of $750.00 and cast adrift." The word "huge" was emphasized by the witness. He then proceeded to state among other things, "I also know people in Detroit that know all about

it, and I kept telling Warren about them, and he told me to 'keep your damn mouth shut these people are not the ones we want, they would play hell with us'."

It is respectfully suggested that the respondents are in no position to question the materiality of the testimony. They, themselves, must have considered it very material; otherwise it cannot be imagined that they would have assumed the risk of entering into a conspiracy and paying a witness to swear falsely in their behalf.

The Nance project referred to in the second paragraph of Sims' letter is with reference to a suit which was finally brought by a part of the collateral heirs at the instance of Nance. Nance at the same time had contacted the relatives of Flora Alward Rohnert, who was an inmate of an insane asylum of Detroit, and without letting them know about his having a contract with the collateral heirs, attempted over a period of some 2 or 3 years to obtain a contract authorizing him to represent Flora.

Purportedly Sims was called as a witness for the purpose of proving physical possession and his connection with the alleged altered deed, but the record in this case shows that there was no one in Detroit that claimed under said deed. Therefore, it is quite obvious that Mr. Sims was familiar with the fact that Frederick Rohnert was married to Flora Alward and knew people in Detroit who could testify to that fact, and that the defendants, respondents here, bribed him to supress such testimony.

At this point it is suggested that it is entirely reasonable to infer from this letter that such conduct on the part of

the respondents was instrumental in making it difficult for petitioners' attorneys to locate witnesses in Detroit who could give more details with reference to the relationship that existed between Frederick Rohnert and Flora Alward Rohnert. This explains our position in including under "QUESTIONS PRESENTED" the original motion and the affidivits which accompanied it. Viewing the evidence filed in support of the first motion in the light of the revelation in Sims' voluntary statements and the utter lack of concern evinced by the respondents at being charged with becoming parties to an unlawful conspiracy to obtain a favorable decision from the trial court based on fabricated testimony, it is reasonable to infer that the entire defense on the issue of marriage was obtained through the same methods.

4. The procedure followed in filing the motions to remand is prescribed by the Louisiana Supreme Court in the very recent case of *Savin v. Savin, 51 So. 2d 41, decided February 12, 1951*, and cases therein cited. In this connection we invite attention to the law pertaining to the scope of review by appellate courts in Louisiana. It is provided by the Constitution of Louisiana, Article 7, par. 10-29, that all appeals in Louisiana are on both law and facts and findings of a jury or trial court are not binding on the appellate court.

It will be observed that in passing on this matter the Supreme Court of Louisiana makes no specific mention of this "2nd SUPPLEMENTAL MOTION" or the exhibits supporting it, merely stating that it is accumulative and if introduced would not change the court's opinion. Thus it

will be seen that the petitioners were in no position to plead a Federal question unless and until it was created by the holding of the Supreme Court. Believing that one of the purposes of the Due Process Clause is to guarantee the right of a fair hearing, your petitioners filed a motion for a rehearing, in which they specifically pleaded it The exact manner in which it was raised appears on page 127 of Vol. XIII of the Record.

STATEMENT

These actions were brought by Leslie D. Bloom and Ida DuBose as Guardians of Flora Alward Rohnert (sometimes called Flora M., Florence and Florence M. Alward Rohnert) a mentally incompetent person, all of the plaintiffs being residents of Wayne County, Michigan, praying judgment recognizing Flora Rohnert as the surviving spouse in community of Frederick Rohnert, deceased, who was also a resident of Wayne County, Michigan, and for judgment for title to approximately 1108 acres of land in Richland Parish, Louisiana, together with appurtenances and improvements thereon, claiming an undivided one-half interest as the surviving spouse in community of Frederick Rohnert, deceased, and the remaining undivided one-half interest as the sole and only heir at law of the said Frederick Rohnert, deceased, and praying in the alternative, that if the evidence failed to show that the property belonged to the community, that the widow was entitled to an undivided one-fourth interest in said property under *Article 2382 of the Civil Code of Louisiana*, and praying for judgment accordingly.

(Three separate suits were brought. The issues in each being the same and the common source of title the same, all parties claiming under Frederick Rohnert, as before stated, the cases were consolidated for trial and appeal. In the trial court the original petition in suit No. 11,959 appears in Vol. I of the Record, pages 24 to 42; 11,960 in Vol. II, pages 159 to 178; and 12,091 in Vol. III, pages 346 to 364.) In all of said suits plaintiffs allege on information and belief that Frederick Rohnert and Flora Alward entered into an agreement to presently accept each other as man and wife, and that said Frederick Rohnert assured Flora Alward, who at that time was only about 14 years of age, that a common law marriage was as legal as any other marriage under the laws of Michigan; and that his only reason for wanting to avoid a public ceremony was that he desired to keep the wedding secret from certain of his relatives, and especially his sister, Louise Rohnert, who was an old maid and whom he had promised that he would not marry as long as she lived and remained unmarried; that if said marriage was made known to his relatives or people associating with them, who would likely give them the information, it would result in serious financial loss to both him and Flora, because his sister was wealthy and a number of his other relatives were financially well fixed, and he was fearful that they would make provisions whereby he would not inherit any of their property. They also stated that it was agreed that each of the parties would continue to transact business in their own names, describing themselves as single persons until a propitious

time arrived to publicly announce their marriage. Plaintiffs then averred in detail all the conditions under which the parties lived and such other facts as were necessary to establish what amounted to a common-law marriage under the laws of the State of Michigan.

All the defendants filed various and sundry exceptions, pleading no cause of action, res judicata, no right of action, estoppel, and an alleged settlement between the heirs and Flora Rohnert in 1938. All of the pleas were overruled, although the defendants took the testimony of a number of witnesses and introduced large volumes of photostatic copies of records of proceedings in the Michigan Courts to establish the plea of "No Right of Action" and "Res Judicata." They also pleaded prescription, which was referred to the merits. (The various pleadings in Suit No. 11,959 appear in Vol. 1, pages 45 to 158 of the Record.) The pleadings in the other cases are identical. The answer admitted that Frederick Rohnert had promised his sister, Louise Rohnert, that he would remain single and unmarried during her lifetime, and alleged that he kept his promise. In their answer they repleaded all their former pleas and denied all the other allegations with reference to the marriage.

Most of the testimony bearing on the issue of marriage was taken by deposition in Detroit, Michigan. Plaintiffs introduced a number of witnesses who were in daily contact with Mr. and Mrs. Frederick Rohnert covering the period beginning in 1908 or 1909, until Rohnert's death, most of whom lived either in the same building in which

the drug store was located, or directly across the street from the store, and practically all of whom were the closest associates the Rohnerts had. They had all known them as husband and wife, and did not know there was any question about their being married until after Mr. Rohnert died. None of them had heard anything about the marriage being under the common law. They had assumed that they were married from their statements, conduct and general repute in the vicinity where they lived. Yet, the Supreme Court of Louisiana in its opinion states that none of the witnesses testified that Flora was in the drug store, either as an employee or otherwise prior to 1923. Any number of defendants' own witnesses testified exactly to the contrary. However, it is obvious that the Louisiana Court based its decision on the erroneous assumption that an agreement to presently accept each other as husband and wife could not be implied from the statements, representations and conduct of the parties, and that such a contract could be proved only by a written agreement or attending witnesses.

REASONS FOR WRIT AND ARGUMENT ON ALL POINTS

The present trend of the decisions of this Court seem to indicate an intention to retain the doctrine of flexibility in granting writs claiming deprivation of life, liberty or property without due process of law in violation of the 14th Amendment. No reason appears to be of more importance than upholding the fundamental rights guaranteed by the constitution.

We quote from *Supreme Court Practice* by Robert L. Stern and Eugene Gressman, published by the Bureau of National Affairs, Inc., first paragraph, page 109:

> "But there is no formula which reveals the precise amount of importance which will move the Court to grant certiorari. Importance is a relative factor, dependent upon the type of issue involved, the status of the law on the matter, the correctness of the decision below, and the nature and number of persons who may be affected by the case. There are accordingly a wide variety of considerations which may be pertinent in testing the importance of a case. No single one of them may be sufficient by itself to convince the Court of the importance of the issue decided by the lower court. Where the writ of certiorari is granted, a combination of factors is usually present to lead the Court to believe that the case is sufficiently important to warrant further review. It is therefore wise, in preparing a petition for certiorari, to advance all possible reasons tending to demonstrate the importance of the issues involved rather than to concentrate on any single one. See p. 177, infra."

Beginning on page 113, last paragraph, we find the following statement:

> "But on occasion the Court does accept a case for review for no apparent reason other than error in the lower court decision. And it does so even though there seems to be no conflicting decisions, no novel or important principles of law and no elements of great public interest at stake. It is enough that four or more Justices are so doubtful of the correctness of the decision below that they desire further consideration of the case. THEY MAY BE MOTIVATED BY A FEELING THAT THE DECISION REPRESENTS A GROSS MISCARRIAGE OF JUSTICE OR A

SUBTLE EROSION OF A STATUTORY OR LEGAL PRINCIPLE. OR THEY MAY BELIEVE THAT PROPER SUPERVISION OF THE FEDERAL JUDICIARY DEMANDS THAT THE LOWER COURT BE SET ARIGHT."

The author cites a number of decisions of this court to support his conclusions.

> "Due process of law conveys neither formal nor fixed nor narrow requirements; the real clue to the problem confronting the judiciary in the application of the due process clause is not to ask where the line is, once and for all, to be drawn, but to recognize that it is for the Court to draw it by the gradual and empiric process of inclusion and exclusion." *Wolf v. Colorado, 338 U. S. 25, 93 L. Ed. 1782.*

That the prohibition of the 14th Amendment against depriving any person of life, liberty or property without due process of law extends to all actions of the State, whether through its legislative, its executive or its judicial authorities, has been recognized.

> *Scott v. McNeal, 154 U. S. 34, 14 S. Ct. 1108, 38 L. Ed. 896.*

The rule to control and the legal effect of extrinsic and collateral fraud perpetrated on the court with the effect of such improper and corrupt practices by litigants is layed down in the following cases:

> *U. S. v. Samuel R. Throckmorton, et al., 98 U. S. 93;*
>
> *Chicago, Rock Island & Pacific Railway Co. v. George Callicotte, 267 Fed. 799 (Cert. denied March 7, 1921).*

Many cases are cited and distinguished in the opinion in the last cited case and the rule therein announced has remained unchanged over a long period of years.

Most of the issues or "so-called" issues other than the question of the marriage depend almost entirely on the proposition of whether a valid marriage existed and the decision of that question governs the holding on the collateral issues.

The Louisiana Civil Code Annotated provides:

> (a) That all property acquired by either spouse during the marriage is community. (C. C. A. 2402.)
>
> (b) That "at the time of the dissolution of the marriage all effects which both wife and husband reciprocally possess are presumed common effects or gains unless it be separately proven which of such effects they brought in marriage or which have been given them separately or which they have respectively inherited."
>
> *(C. C. A. 2405);*
>
> Also *11 Amer. Jur., p. 200, par. 41;*
>
> *Henderson v. Wadsworth, 115 U. S. 264, 29 L. Ed. 377;*
>
> *Bruyinckx v. Woodward, et al., 47 So. 2d 478, 217 La. 736.*

Therefore, a release of all right, title and interest of the widow in the estate of her deceased husband would not operate to release her community interest, because it is not any part of the estate of her husband, but her own individual property.

To illustrate, if the parties were married without reference to the merits or demerits of defendants' contention with reference to the altered deed, it would be eliminated from the case because it is unquestionably the law in Louisiana that if a husband disposes of a valuable property to one of his close relations for a nominal consideration, the conveyance is conclusively presumed to have been simulated and made for the sole purpose of depriving his wife of her community interest.

Inasmuch as the alteration appears on the face of the deed, the burden rests on the defendants to show that the alteration was made at the instance of the grantor and prior to its delivery, and the defendants wholly failed to discharge this burden.

Messi v. Trechede, 37 So. 600, 113 La. 679;

Martin v. Creditors, 14 La. Ann. 393;

Lewis v. Bureau, 12 Orleans App. 188.

For the purposes of this petition the following instruments constituting the material parts of the record of the proceedings in this case in the Supreme Court of Louisiana are hereby by reference adopted and made a part hereof. They all appear in Vol. 13 of the Record at the pages enumerated below:

1. Motion to Remand with exhibits 4-57.

2. Supplemental Motion to Remand with exhibits 58-61.

3. 2nd Supplemental Motion to Remand with exhibits 74-81.

4. Opinion of Louisiana Supreme Court dated June 2, 1952, 112-123.

5. Petition for Rehearing, 124-135.

6. Entry showing Rehearing refused, 137.

CONCLUSION

For the foregoing reasons, this Petition for a Writ of Certiorari should be granted.

Respectfully submitted,

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Attorney for Petitioners.

The names and addresses of counsel for respondents are as follows: Oliver and Digby, Ouchita Bank Building, Monroe, Louisiana; Warren L. Hunt, Rayville, Louisiana; Sholars, Gunby & Guthree, Bernhardt Building, Monroe, Louisiana; Cotton & Bolton, Rayville, Louisiana; Tucker Bronson & Martin, Shreveport, Louisiana; McBride & Goff, Ruston, Louisiana; Tucker, Bronson & Martin, Shreveport, Louisiana; Albritton, Ware, Litton & West, Baton Rouge, Louisiana; John C. Morris, Rayville, Louisiana; Thompson, Thompson & Sparks, Monroe, Louisiana, to each of whom a copy of this petition has been mailed.

W. T. SAYE.

EXHIBIT "A"

Supreme Court of the United States

No. ....., *October Term, 1952*

LESLIE D. BLOOM and IDA DUBOSE, Guardians of FLORA ALWARD ROHNERT,

Petitioners,

v.

JOHN W. WILLIS, *et al.*

ORDER EXTENDING TIME TO FILE PETITION FOR WRIT OF CERTIORARI

UPON CONSIDERATION of the application of counsel for petitioner(s),

IT IS ORDERED that the time for filing petition for writ of certiorari in the above-entitled cause be, and the same is hereby, extended to and including November 30th, 1952.

HUGO L. BLACK,
Associate Justice of the Supreme Court of the United States.

Dated this 29th day of September, 1952.